THE STATE COMPTROLLER'S REPORT.

Beview of the Financial Condition of Our Canal System, with Reference to Cheap Transportation.

THE STATE FINANCES.

Revenues, Disbursements and Deficiencies.

The report of the State Comptroller, although largely anticipated by the summary made from it in the Governor's Message, contains yet other suggestions deserving of attention. The Comptroller ets out with an earnest and sound economi recommendation in expressing the hope "that the appropriations of the present Legislature will be ant it authorizes to be raised by taxation, and thus relieve the financial department of the State government from the great inconvenience and em-barrassment it has heretofore suffered in that regard." In view of the importance which atches to the question of

CHEAP TRANSPORTATION, well as the relation of our canal system to its prompt solution and the great interest which this city has in the issue of the present agitation, it is not surprising to find a large portion of this report

devoted to this subject. In a statement showing the tolls received on each canal and the total expenditures for ordinary and extraordinary repairs and new work during the fiscal year ending September 30, 1873, the following figures are submitted :-

83,021,527 Total disbursements on Eric Canal. \$1,717,152
Total disbursements on all other canals. 1,489,490\$3,197,551 come of Eric Canai in excess of all disburse-ments. Icome of Eric Canal in excess of disbursements for ordinary repairs. \$993,442 quinary repairs.

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The canal system of this State has a lineal length, including teeders, of nearly 99) miles, of which 332 miles are comprised in the Frie Canal. All the canals are parts of the system. They were all constructed to benefit the sections of the State through which they run, and as receivers to the trunk canal. The latter, from its position, has been most favored with business, and has paid from its carmings 530,412,710, its cost of construction, also for all ordinary and extraordinary repairs and maintenance, and has had surplus carmings besides of about 140,000,000. The latteral canals have been less successful as financial enterprises than the Eric Canal. The constitutional inhibition that "The Legislature shall not ell, lease or otherwise dispose of any of the canals of the siare, but they shall remain the property of the State art and theral construction, that all the canals in the ystem shall be kept in navigable condition so long as this provision shall remain in force. The Oswego and Inamplain canals are very important parts of the whole ystem. It has been urged that the Chenango Canal, the heming Canal and its connecting canals with he Eric and with Cayuga Lake and tho Genesse Vailey anal, are no longer an essential part of the carrying ystem of the State: that their necessity has been suner ystem.

increase of the trade of the Northwestern States. The gain at competing seaboard points has been in a much larger ratio than at New York.

The following table exhibits the comparative deliveries of flour and grain at lake ports, including Chicago, Milwaukee, Toledo. Detroit, Cleveland, St. Louis and Duluth; at New York; including those by rail and water; at tide water by the Eric and Champlain Canals, and at scaboard ports, including New York, Boston, Fortland, Montreal, Philadelphia, Baltimore and New Orleans, for the undermenioned periods. In the calculation flour is reckoned as equal to five bushels of wheat for each

| Lake Ports | New York | C. Grands | Bushels Total six yrs. 918,491,296 469,187,862 299,230,107 855,894,661 Average six 153,031,882 73,197,977 43,211,410 12,920,928 Average first three yrs. 131,182,741 67,903,527 43,514,289 132,920,928 three yrs. 131,182,741 67,303,827 43,514,280 132,920,928 Average last three yrs. 174,981,025 88,594,127 52,903,755 162,377,322

* January I to December 6.

The ratio of the deliveries of grain at New York, as compared with those at lake ports, was:—In 1868, 57, 22 per cent; in 1879, 52.95 per cent; in 1870, 51.51 per cent; in 1871, 52.95 per cent; in 1872, 53 per cent; in 1873, 50 December 6, 46.25 per cent; in average of last six years, 51.05 per cent; in average of first three of the last six years, 51.65 per cent; in average of the last three of the last six years, 50.65 per cent; in average of the last three of the last six years, 50.65 per cent; in average of the last three of the last six years, 50.65 per cent; in average of the last three of the last six years, 50.65 per cent; in average of the last three of the last six years, 50.65 per cent; in average of the last three of the last six years, 50.65 per cent; in average of the last three of the last six years, 50.65 per cent; in average of the last three of the last six years, 50.65 per cent; in average of the last three of the last six years, 50.65 per cent; in average of the last six years, 50.65

per cent.

The aggregated deliveries of flour and grain at Philadelphia for the tour years, from 1856 to 1868 Inclusive, were 30,505,309 beaches against 75,904,000 bushels for the four years from 1869 to 1872 inclusive, indicating an increase, comparing the two periods, of 38,355,372 bushels, which equals 105 per cent. The gain in 1873 has been in an augmented ratio, exceeding that of any previous

an augmented ratio, exceeding that of any previous year.

The shipments of flour and grain from Buffale and suspension Bridge, by the New York Central Railway, during the year 1872, were equal to 37,278, 166 bushels, of which 9,30,332 bushels were destined for New York City; 25,695,971 bushels for the New England States, and 2,414,835 bushels for Albany, Troy and schenecitady.

The receipts of flour and grain at Ogdensburz during fle year 1873 have been equal to 3,248,590 bushels, mostly destined for the New England States, unleading an aggreate annual movement, via Ogdensburg and over the New York Central Railway, to those States of about 30,00,000 bushels of cercal products.

The receipts of flour and grain at Prie, Pa., by lake during the navigation season of 1873 were equal to 4,105, 467 bushels, against 2,933,361 bushels in 1871.

The deliveries of flour and grain at Baitmore, Portland and Boston have been very considerably augmented, but the gain has not been so marked as at Philadeiphia and Montreal.

ed, but the gain has not been so marked as at Philadel phis and Montreol.

The receipts at New York city by all rail routes for the last four years have been equal in floor and grain to 145,223,000 bushels, against 189,596,279 bushels by the Hudson River and vessels coastwine; and in the year 1873, to December 13, have been 42,03,474 bushels by rail, against 44,03,489 bushels by water.

The ratio of the deliveries of flour and grain at tidewater by the Erie and Champlain canals, as compared with those at lake norts, was:—in 1893, 42.87 per cent; in 1870, 28 30, per cent; in 1871, 33.17 per cent; in 1871, 33.17 per cent; in 1871, 33.17 per cent; in average of last six years, 31.49 per cent; in average of last six years, 33.17 per severage of the first three of the last six yoars, 33.17 per

of Au litor Dayton. The report is lengthy and we give only its main points:—

ficiency of \$8,897,212, when the actual deciency was only \$1,800,380, draws forth the following explanation:

A careful summing up of all balances of appropriations in force September 30, 187', excluding amounts covered by the general appropriation bill for the current fiscal year, and taking into account all unpaid balances of taxes due from the several counties at the close of the fiscal year, amounting to \$8,918,371, of which over \$5,800,000 was due from the county of New York alone, and the taxes of 1873 for new Capitol, asylums, \$c.—a large proportion of which were anticipated previous to October 1—the deficiency is \$1,800,390.

The tax of one and one-half mills of 1873, for general purposes, will nearly cover the appropriation half of that year. The estimated energy explemited \$1,874, in \$2,000,000, will be considered in the last manual receipts only being estimated.

From these figures it will be observed that a tax of one-half of one mill, yielding \$1,000,000, will be required to provide for existing appropriations to September 30, 1874, and every deliar appropriated by the present Legislature must be met by a corresponding tax.

The amount stated in the last annual report as having been borrowed to meet existing claims against the State, maintain the public institutions and provide for the payment of extraordinary appropriations made by the Legislature of 1872, and legislature its stabilities were such that it became absolutely necessary that the proportion of this tax should be realized for canal deciences and \$4,600,700 for general fund deficiency tax, authorized by the legislature of 1872, and legislated in 1873, amounted for canal deciences and \$4,600,700 for general fund deficiency (or this tax there been received into the treasury at the date of this report about \$2,750,000, leaving unpaid at least \$4,500,000.

The urgent demands on the Canal Department to meet its highlities were such that it became absolutely necessary that the proportion of this tax should be realized from some source, and the

\$6,500,000.

RECRIPTS AND EXPENDITURES.

The receipts into and payments from the freesury on account of all the funds, except the canal and free school finds, for the fiscal year ending September 3, 1873, were as follows:

[86,833,188]

[86,833,188]

[87,300,000] Balance in the treasury September 30, 1573. \$2,431,450
The receipts and payments on account of the general fund revenue for the fiscal year ending September 30, 1874, are estimated as follows:—
Estimated receipts. \$14,730,552
Estimated payments. 15,77,373

Balance in the freasury September 30, 1873. \$1,451,450
The balances due from and to the freasury September,
1875, were as given in the following statement:
rom the general fund revenue, deficiency. \$5,597,212
rom the college land script fund revenue, de-

\$12,330,521 During the months of August and September there was stolen from the office of the State Frensury the sum of \$30, 207 of the public freasure. The larceny has been reaced to the clerk who at that time had charge of the money desk in that office. He field to an adjoining State; but he was premnify followed and arrested, and is now in the Albany jail, under indictment, with a prospect of an early trial. If will, therefore, require an appropriation, or an addition of the sum so stolen, to the financial accounts of the Treasurer's office, to make them correspond with the books in the Comptroller's Department. spend with the books in the Comptroller's Department.

The closing pages of the Comptroller's report are devoted to the subject of taxation, the burden of which is to point out the necessity of all taxable property of every description, per-enal as well as real, being assessed "at the full and true value thereof." This, he contends, is not now the case, personal property largely escaping all taxation and real property being mostly underestimated in its assessment. In respect to the latter, however, the Comptroller lorgets to call attention to the fact that real estate in this State. owing to the tax on mortgages, pays, in a great proportion, a

THE STATE CANALS.

Report of the Auditor of the Canal Dopartment.
The following is a synopsis of the financial report

Total receipts of canal for fiscal year ending Soptember 30, 1873.
Total payments for ordinary repairs, salary, &c. 1,450,165
for last fiscal year.

case among the horses in the fail of 1872 and the effects of the recent financial orisis.

The report shows a reduction in expenditures of the last fiscal year as compared with 1872 of \$418,511, and a subsequence of the last fiscal year as compared with 1872 of \$418,511, and a subsequence of the last fiscal year as compared with 1872 of \$418,511, and a subsequence of the compared with 1872 of \$418,511, and a subsequence of the compared with 1872 of \$418,511, and a subsequence of the control of \$1,690,630 has been made to the ainking funds applicable to the payment of the general fund debt.

The Auditor dwells at length on the question of the enlargement of the canals and other new projects. He points out the reasons why the producer is deprived of the benefit of his labor-and investments, and contends that the difficuity cannot be traced to a want of notlities for transportation. The capacity of the danals has never been taxed to near its utmost limits. With the completion of the double locks, now in process of construction, the Krie Canal will not be pressed to its capacity or an enlargement required for many years to come. He alludes to the share of the debt of the general government which the citizens of the state must pay as well as the State debt, and also the public debt of over \$100,000,000 incurred by the counties, cities, villages and towns of the State for various purposes, and concludes that we are not now in a financial condition to permit of any experimental projects. The canals should be completed and kept in perfect repair of the size, dimensions and capacity contemptated by former legislation, and this done, every purpose for which the canals were constructed or can really serve will be fully answered.

There seems to be a random detect in the present system of canal engineering, the plans and estimates being very unreliable. He points out some sources of loss to the State, among which is the frequent necessity of changes of plans for new work after its commencement upon the plan recommended by the engineers. The State also loses largely in the frequent cancellation of contracts and the reletting of the same work at enhanced prices.

Awards for the years 180, 1871 and 1872, including attorneys fees, satures, dec. amount to about \$1,00,00. This does not include a area during the same period by the commissioners at a area, during the same period by the commissioners are also claims on file amount to about \$1,00,00. This does not include a area, during the same period by the commissioners are also claims on file amounting to millions are area also claims on file amounting to millions are area also claims on file amounting to millions are area of the appraisers.

The efforts being made to hake seem the principal power used on the can also hold continue to be encouraged. A successful clot in this direction would practically double the capacity of the canals, increase their on the as if recommens, and inuse now life and artivity in all the various branches of canal mavigation. The experiments already made indicate anoun progress loward the accomplishment of the grand purps se. Many new davices fall systems have usen projected, pracsing novel and valuable leatures.

FERSEAL TAX ON CANAL BOATS.

The Auditor cetalls what has been done by the federal government relating to the imposition of a tax on the canal commerce of this State, and suggests further legislation.

The canals were officially closed December 5, but were practically closed by snow and ice about November 20.

LIGHT FOR THE CITY.

Meeting of the Gas Commissioners to Award Contracts for Supplying the Lamps with Gas, &c.—Lively Defence of the Mutual Gas Company in Its Own Behalf.

The Gas Commissioners met yesterday afternoon at the offices of Commissioner Van Nort for the purpose of awarding the contracts for the supply of gas to the city for the ensuing year. Mayor Havemeyer presided, Commissioner Van Nort and Comptroller Green being present.

In the First district, comprising all that section south of Grand street on both sides of the city, and containing 3,000 lamps, the contract was lamp, the work to be done being the supplying of gas, the lighting and extinguishing of the lamps and the glazing. Other work needed was not

In the Second district, comprising the section of the city bounded by Grand street and Thirty-fourth street and both the rivers, containing 6,635 lamps, the contract was given to the Manhattan Company at \$33 a lamp. The terms of the contract

were the same as the first district.

In the Third district, running cast and west from amrty-tourth street to Seventy-ninth street, there are 4,041 lamps, and there were two competitors for the contract—the Metropolitan Gas Company offering to do the work at \$37 a lamp, provided it got all the district, and at \$39 a lamp for any portion thereof; and the Mutual Company offering to do a portion of the work at \$36 a lamp for said portion. Thirty-fourth street to Seventy-ninth street, there

got all the district, and at \$39 a tamp for any portion thereof; and the Mutual Company offering to do a portion of the work at \$30 a tamp for any portion.

Commissioner Van Nort stated in regard to the profers of these two companies that the bids were informal and could not be received, the bonds not being presented and the departmental formula not being used in one case, and on the ground of expediency in the other.

A discussion ensued among the Commissioners as to what should be done with the bids, the main point being to find out whether the Mutual Company should be excluded. On a calculation being made it was found that were the contract awarded to the Metropolitan Company at \$37 a lamp for the entire districts assving of something lite \$4,000 would be effected. At this point Commodore Garrison, President of the Mutual Company, addressed the Commissioners, asking them to decide then whether or not the Mutual Company, and ressed the Commissioners, asking them to decide then whether or not the Mutual Company, and ressed the Commissioners, asking them to decide then whether or not the Mutual Company, was to be deprived under every circumstance of a chance of competition. He explained the claims of the company for consideration. The Mutual Company, he said, had, in years past, owing to their competition with the Metropolitan Company, which would have been a monopoly, saved the city hundreds of thousands of dollars. Owing to that competition the Metropolitan Company were obliged to cut down prices to the lowest point, and the only consideration how the Mutual Company received was merely to be used as a means to reduce the prices of the Metropolitan Company. He did not believe that such a mode of procedure would be practised by the mereantile community, and the commission should be guided by the mereantile etannard. He believed it was just and equitable that the company, offering to perform all the conditions required by the contractor, provided that company was the lowest bidder, ought to get the preference; a

THE "CITY RECORD'S" DUBIOUSNESS.

Mr. Disbecker, supervisor of the City Record yesterday communicated with Corporation Attor ney Smith for the purpose of ascertaining how he should act relative to the publication of the pro-ceedings of the Board of Assistant Aldermen and the recognition of Mr. Moloney as Clerk. Mr. Smith sent word that he would give his opinion to-day.

THE COURTS.

The Latest Phase of the Special Sessions Question.

Important to Policy of Insurance Holders.

Novel and Important Family Contest in the Rollwagen Will Case.

Yesterday, in the United States Circuit Court, before Yesterday, in the United States Circuit Court, before Judge Benedict and a jury, the trial of Leander Fox and Byron Fox, on an Indictneut charging them with having sent obscene publications through the mails, was resumed. The Assistant District Attorney having con, cluded his argument, the Judge charged the jury, who after a short con-ultation, convicted both prisoners, and

they were remanded for sentence.

John Sweeny, a little boy, was charged yesterday, before Commissioner Shields, with passing a 50 cent conterfeit s:amp. The Commissioner discharged the accused, holding that he was not old enough to know that

Judge Blatchford, in the matter of Joab Lawrence, an alleged fugitive, Mr. B. K. Phelpa, District Attorney of the City and County of New York, made return to the writ of habeas corpus, setting forth that Lawrence was held under warrant of extradition issued by Governor

SUPREME COURT-CHAMBERS.

The Latest Phase of the Special Sessions Question.

Before Judge Lawrence. An application was made on behalf of Mary Ann King. An application was made on behalf of Mary Ann King, by Mr. William F. Howe, yesterday, for an order to show cause why a writ of prohibition should not issue restraining the present Board of Police Justices, while acting in the capacity of Justices of the Court of Special Sessions, from proceeding with action in the case of the defendant. Mr. Howe claimed that the present Police

A Deputy Sheriff and His Claim for Special Services.

Simon Lovy claims to have been appointed deputy sheriff in 185, and to have been assigned, in addition to his ordinary duties, to attend upon the Sheriff's jury. For this special service the Supervisors, it is alleged, youed him pay at the rate of \$10) a month. He let mat-

The Rent of the Corporation Counsel's

Office.

In the suit of Davis vs. The Mayor for the rent of the Corporation Counsel's office Justice Lawrence has granted the motion to open the default on payment by the city of costs, with leave to the city to answer within five days.

Decisions.

Hy Judge Brady.

Mutual Life Insurance Company vs. Gedney.—Order

By Judge Barrett.

Brewster vs. Manning.—Order settled.

By Judge Lawrence.

Equitable Life Stronger Settled.

Equitable Life Settled.

Exployer Lawrence Society vs. Wilson.—Motion denied, with \$10 costs of the Settled Set

Davis vs. The Mayor, &c.—Memorandum. In the Matter, &c., Ing.—Granted. SUPERIOR COURT-TRIAL TERM-PART 1 Long Suit on a Strip of Land Eleven

Inches Wide. Before Judge Van Vorst. For a good many years there has been quite an action and exciting legal controversy as to the ownership of a strip of land 30 teet long and averaging 11 inches in width. This contest has been between Mr. Samuel Knapp, or one side, and Mr. Aaron Altmeyer on the other. Both own contiguous lots on Oroslay street, and the contestes strip is between the two lots, each claiming to be it owner. On the lots are two buildings—one having been built over 70 years and the other being some 50 years old Mr. Knapp owns the latter house and lot, and he claim that the house of Mr. Altmeyer infringes on his lot, and

SUPERIOR COURT-SPECIAL TERM

Decisions. By Judge Monell Oastens vs. Muller.—Order dismissing motion.
Sanford vs. Jackson—Same vs. Same.—Motions
granted.
Ackerman vs. Jones.—Case and exceptions ordered to
be filed.

be filed.

By Judge Van Vorst.

Allen vs. The Fourth National Bank of the City of New York.—Same decision.

COURT OF COMMON PLEAS-SENERAL TERM.

Attachment Against a City Tugboat.

Before Judges C. P. Daly and Larremore.

The tug boat U. S. Grant was some time stace attached by the Pilot Commissioners to recover a penalty for throwing ashes into the harbor. Judge Quinn, of the First District Court, discharged the attachment, on the ground that the boat was city property: that it was re quired for public use, and that it was not amenable to at tachment. An appeal was taken from this decision, but the same was confirmed yesterday in this Court.

Felter vs. Cooper.—Motion denied, without costs.
White vs. Fay: In the Matter &c. Perry.—Motions granted.
In the Matter, &c., of the Mechanics' Lien of Jones, &c.—Motion denied. (See opinion.)

MARINE COURT-CENERAL TERM Decisions.

By Jucge Joachimsen.

Rothschild vs. Rubinstein.—Motion granted.

Eller vs. Hale.—Motion denied, with costs.

Lindenburgh vs. Lewissohn.—Motion denied, costs to
abide event.

Froelich vs. Altman.—Motion granted, with costs.

Freelbury vs. Altman.—Motion granted, costs to abide

event. Hasren vs. Miller.—Motion devied, without costs. Chadwick vs. Koesting.—Motion granted, with costs to abide event.
Tyler vs. McNicol.—Motion granted, with costs to abide
event.

evont.

Simon vs. Waring.—Motion denied, with costs to abide event and with liberty to renew.

Sachs vs. Metzger.—Motion granted, with costs to abide event.

Butter vs. Middlefield Marble Co.—Motion for stay granted on payment of costs ordered by Judge Spaulding, and \$5 costs opposing this motion.

Underhill vs. Kirchner.—Motion to vacate judgment granted, with \$10 costs.

MARINE COURT-PART 2. Important to Life Insurance Policy

Holders.

Before Judge McAdam.

Catherine Neil vs. The American Popular Life Insurance Company.—The plaintiff, the widow of Henry Neil, deceased, during the lifetime of her husband, a stevedore, insured his life for her own and children's benefit with insured his life for her own and children's benefit with the defendants for \$1,000. At the time or negotiating the nolley the usual questions were asked deceased—the question as to his age particularly. The age given to the company was 56. After his death the widow presented her claim, in which she swore the age was 59 at the time of effecting the insurance. The company thereupon refused to pay the policy, contending that the representations of deceased as to his age amounted in law to a warrantee and vitiated the contract, and that no recovery could therefore be had. Judge Moddam said he was constrained to take this view of the law, and directed the jury to find for the defendant, which was done.

SURROGATE'S COURT.

Frederick Rollwagen and the German Millionnaire's Will-An Important Family Contest. Before Surrogate Robert C. Hutchings.

Before Surrogate Robert C. Hutchings.

Frederick Bollwagen, Sr., died on the lith day of October, 1873, aged about 67 years, leaving him surviving his three sons, Frederick Rollwagen, Jr., Louis F. Rollwagen and George D. Rollwagen, the two latter being te a great extent dependent on their father in his lifetime. The deceased also left him surviving seven grandohlidren, all under age, the children of his deceased daughter. Sarah Browning. The children are provided for by their father, George Browning, a gentleman who formerly owned a large amount of real estate in the Seventeenth ward. The deceased also left him surviving his aileged wire Magdelens, who formerly, and until his alleged wire Magdelena, who formerly, and until about two years before his death, was his housekeeper, and who became his third wife. At the time of

per nusuance's death she was sick in bed with the erystpelas and was pregnant with a child. The estate left by the deceased consisted of real and personal property of the value of about \$55,000. After the burial of the deceased, and for several days thereafter, the widow refused to have the will opened and its contents ascertained. Thereupon Mr. George F. Langbein, attorney and counsel of Frederick, Louis P. and George D. Rollwagen, applied to Surrogate Hutchings for a subpona commanding the widow to produce the will, which she accordingly did. Up to that moment none of the heirsat law and next of kin had seen the will or knew its contents. They were surprised to find that their father had barely left them a life estate, and had given the bulk of his great property in fee to his widow. She received in fee the of kin had seen the will or knew its contents. They were surprised to find that their father had barely left them a life estate, and had given the bulk of his great property in fee to his widow. She received in fee thy paintial residence, house and lot and Dersonal property No. 312 sast Ninth steed, together with four houses and lots in avonue A. near Twellth street, together valled at one third or all the real this other personal property and one third or all the received the balsnee of the personal property and rents, issues and profits of the real estate during their natural lives, and upon their death to their heirs. The deceased was very emphatic in his wish that uone of his roal estate should be sold until his youngest grandchild (now about two years of age) or any grandchild that may bereafter be born should be 31 years of age. He named his alleged widow, Mag-Herman, and his edded to their heirs. He deceased was very emphatic in his youngest grandchild that may bereafter be born should be 31 years of age. He named his alleged widow, Mag-Herman, and his edded to their heir premain and deceage. He man had been the deceased year and collector, and as no one had power to collect the rents Mr. Langbein, as counsel for the three yons, immediately made application to the Surrogate for special letters of administion to appoint some suitable person to act as receiver and collector of this large real and personal property pending the contest of the will. On the heart and the collection of the Sarah Browning and tollect in he application; ex-Governor Stewart L. Woodford in the application; the will be shall be supplied to the structure of the will be shall be supplied to the structure of the will be shall be

application.

David R. Jacques, counsellor-at-law, was appointed the guardian of the new born infant, who has been christened Maglaiens Rullwagen the younger. This infant is in a sincular position as to the context of this will and codicti of its alleged deceased father. Its interests are with the context not break the will, and its interests are against the contextants as to its alleged illegitimate.

and contradicted the other two witnesses in some material points.

The contestants opened their case by calling Frederick. The contestants opened their case by calling Frederick to Geissculainer, who lestified that he had been the attorney and counsel for deceased every since his admission to the bar, 25 years: that he drew several wills, and that in March, 1873, he was sent for and called at the house of decea ed, with regard to a question as to a party wall; he fund deceased very feelis and prostrate; he could not take his hands, and the witness could hold no conversation with him or make him understand, except through the medium of "Lena," who professed to translate the muttering, inarticulate sounds; in June of the same year he was sgain sent for several times to come and draw the will and the witness re-used to go. After a lengthy cross-examination the proceedings were adjourned until this day, at eleven A. M.

COURT OF CENERAL SESSIONS. A Notorious Burgiar Sent to the State

Before Judge Sutherland. and found guilty of burglary in the first degree. He was indicted with three other men, who escaped. The proof showed that on the night of the 6th of December the house of Edward S. Brown, 201 Kast Ninth street, corner of Third avenue, the lower part of which is occupied as a baker, was burglariously entered and a revolver and \$40 in money taken. Short was seen at the premises early in the evening, and after the offence was committed he was chased by a private watchmon and seen to deposit burglars' tools in the trunk of a rotten tree and Mr. Brown's revolver on a pedestal at Tompkins Market. In view of the notorious character of Short, the City

Forgery. William Walther, allas William Keyser, pleaded guilty to forgery in the fourth degree, he having on the 10th of November forged an order upon Butterfield & Co. for one ton of pasteboard, purporting to be signed by Mrs. B. Meyer. Walther was sent to the Penitentiary for 18 months.

False Pretences. Thomas Butier, a smart looking youth, was convicted of obtaining \$5 by false pretences from John Hastings, who purchased five boxes from him. He was selling little boxes, containing soap, in the street, and which, it is aid, had \$5 and over in each of them. Butier was sent to the Penitonitary for six months.

Acquittats.

Acquittals.

William Kennedy, James Johnson and Philip Riley were tried upon a charge of attempting to break into the stable of Samuel Hirsch, corner of Eighty-sixth street and Fifth avenue, on the night of the Sist of October. The defendants showed to the satisfaction of the Court and jury that they had arrived from flartford in soarch of employment, and sought shelter for the night. A verdict of not guilty was promptly rendered.

A boy named Thomas Hurley was also tried and acquitted of a charge of stealing a box containing muffs in front of Richard Meares' store, corner of Sixth avenue and Mineteenih street, on the 15th of hovember.

ESSEX MARKET POLICE COURT.

A Dishonest Domestie. Before Justice Otterbourg.

Julia Prendergast, a healthy looking servant girl, was committed, in default of \$1,000 ball, charged with grand larceny by P. A. Horgans, of No. 220 East Righteenth street, with whom she was employed as a domestic. The property solen consisted of jeweiry and clothing valued at \$150. Julia and the jeweiry disappeared simulta-

Tried to Blow His Brains Out. Joseph Knedier, of No. 123 Ridge street, and William Phindernagle, of No. 338 East Heuston street, became engaged in a quarrel last night, and Knedler, drawing a revolver, fired a shot at Phindernagle, but luckily missed him. He was arrested and held in \$1,000 bail yesterday for Irial.

A Disappointed Burg'ar. John Doyle was arrested by Officer Hartling, of the Eighteenth precinct, charged with breaking into the vacant premises on avenue D, near Pourteenth street. They only contained a few broken chairs and dosks, being used previously as law offices. He was tocked up in default of \$1,000 ball.

A Heavy Haul.

Emanuel Berger, of No. 34 Sheriff street, a cigar manufacturer, was looked up in default of \$5,000 bail charged with stealing \$2,200 in cash from Jacob Tisch, who keeps a grocery store in the same building.
Tisch and his wife had the \$2,200 in the Bowery Fav-

Tisch and his wife had the \$2,200 in the Bowery Eavings Bank and drew it all out during the recent panic, fearing the solvenoy of the banks. They put the money in a bureau in their sleeping apartment, which was off the store. They charge that Berger was the only person who was aware of their keeping all their money in the bureau, and Mra. Tisch all their money in the bureau, and Mra. Tisch equals that on December 8, at two o'clock, she counted the money and iound it all correct. The same evening, at five o'clock, she swears she saw Berger stealing out of her bedroom, and immediately siter missed the money. They intended depositing it in the bank the following moraling. Berger, who is in a large way of business, denied the charge and produced several witnesses to prove an alibi. He will have to stand his trial. Mr. M. F. Russell appeared for the prosecution and Mr. G. H. Yemen for the defence.

A Baring Highway Robbery.

A Baring Highway Robbery. James McAlvaney, of No. 313 Water street, and Charles Muliane, of Hester street, were held in \$3,000 bail on a charge of highway robbery. The complainant, Michael Muliery, of No. 23 Monroe street, swears that on Tuesday night, at eight o'clock, as he was passing through Cherry sireet, when near Catharine street, he was accosted by the prisoners, who offered him a rope for sale. He re fused to buy it, and thereupon the ruffians attacked him and knocked him down. McAlvaney held him while Mallane rified his pockets of a silver watch and \$42 it money.

TOMES POLICE COURT.

Before Judge Bixby.

"Strange to relate," on the 5th of January Juan B.
Martinez, of No. 10 Wall street, was arrested by Detectives You Gerichten 'and Zabriskle Mullin, of the Central
Office, on a charge of solling tickets for the Havana and

John M. Purdy, insurance broter, residing at No. 13 West Thirty-fourth street, was arraigned on a charge of defrauding the Equitable Life Assurance Company out of

A Drunken Man Robbed by Boys.

On Monday night last Francis H. Dean, of No. 1,311
Third avenue, imbibed so freely of alcohol that he lost
all consciousness of surrounding objects and lay down
on the sidewalk to recover himself. John Hoolahen,
Henry Flavia and Henry Wangeman, three boys, saw
Dean as they were passing by, and came to the conclusion to rob him. Wangeman refused, but the other
two appropriated Dean's watch and chain. They were
arrested, on the information of Wangeman, by Officer
McGinley, of the Twenty-first precinct, yesterday, and
committed for trial by Justice Murray.

A Couple of Bold Burglaries.

John Murray and Edward arrell were arraigned on A Drunken Man Robbed by Boys.

John Murray and Edward arroll were arraigned on charges of burglary preferred by Captain Killalea and Detective O'Brien, of the Twenty-accound precinct. On Monday night, it was alleged, Murray broke into the residence of William B. A. Sturgis, No. 213 West Fiftyresidence of William B. A. Sturgis, No. 213 West Fift eighth street and stole therefrom 2103 worth siver ware. On the 29th ult. the residence Rutus Darragh, No. 223 West Fifty-first streews also broken into and robbed of ware and an overcoat, in all of the value of \$1 Carroll is supposed to have done this, because where it was arrested, at No. 614 West Forty-seventh streat, the was found a large portion of the property stolen from M Darragh's residence. Nome more of it was found in vacant lot near Darragh's house. Murray admitted, hovever, having communited both burglaries when arraigned in Court; but both were committed for trial.

COURT CALENDARS-THIS DAY.

Monday.

COURT OF COMMON PLEAS—TRIAL TREM—Part 1—Held by
Judge Loow.—No. 612. Part 2.—Adjourned for the term.

COURT OF COMMON PLEAS—GENERAL INHEM—Held by
Judges Daly, Robinson and Larremore.—Nos. 75, 97, 124,

BROOKLYN COURTS.

UNITED STATES DISTRICT COURT. The Grand Jury.

Before Judge Benedict. A Grand Jury was empanelled yesterday, with Mr. William Mackey as foreman. Judge Benedict charged them to the usual effect, and then announced that during the balance of the month he would hold court in New York. On Saurdays, however, he would be in at-tendance in Chambers in Brooklyn; otherwise there would be no District Court here until next month.

A Brewer in Bankruptcy. A meeting of the creditors of John Schneider, the lager A meeting of the creditors of John Schneider, the larger beer brewer, against whom a petition of bankruptcy has been filed, was beld in Register Winslow's office yester-day afternoon. Mr. Charles Robinson, of New York, and Mr. W. G. Hawkins were elected assignees. Among the creditors are Parsons & Cresswell, of Rochester, \$2,000; Christine Scheider, Brooklyn, \$27,000; J. R. Shugena, Brooklyn, \$33,000; H. Daily, Jr., Brooklyn, \$36,000; J. E. Manning, Buffalo, \$30,000.

SUPEEME COURT-SPECIAL TERM. Judge McCue's Libel Suit.

Before Juige Pratt. An order was issued in the suit of Judge McCne va. a New York newspaper association for alleged libel, that Mr. Shanka, the city editor, should appear before a are referee and answer questions as to the name of author of the alloged libelions publication. Ar. Shi refused to divulge the name and yesterday applie Judge Pratt to have the order of reference vacate the ground that it was simply a proceeding to force to accommodate plaintiff with another defendant in association. The plaintiff with another defendant in association. The plaintiff counsel said they was the name of the author of the article to substitute for fictitious name of John Doe.

Decksion reserved.

Justice Quinn's Suit. Before Judge Pratt.

The case of Frank McEiroy vs. Dennis Quinn and
William B. Rogers, reported yesterday, resulted in a dismissal of the complaint against both defendants. It appeared that Mr. Rogers, a former law partner of Judge Quinn, had some transaction with the plaintiff and others, and that an assignment of a morigage was given to secure a note to McKiroy for \$4.500, and it was claimed that the defendants had translusingly omitted to examine the title. They answered separately, Judge Quinn denying that he had any knowledge of the transaction, and alleging that the whole matter was a private and personni affair of Mr. Rogers, and Judge Pratt immediately dismissed the complaint as to him, on the ground that he know nothing of the transaction, and it was entirely out of the scope of the law partnership. As to Rogers the complaint was not collectable, or that the morigage was not a good decurity for the debt. For plaintiff, Mr. Evers; for defendant Mr. O. H. Windell and Judge Mathews.

UNITED STATES SUPREME COURT.

Decisions.

Washington University of Miscouri vs. Frinch et al.—Appeal from the Circuit Court for Miscouri.—In this case the Court below held that parties living in insurrectionary districts during the war, and who prior thereto has given deeds of trust on certain lands in Miscouri with authority to the trustee to sell in default of payment of the debt which the deeds were given to severe were applied to a miscouri with such or the severe way and the severe was the severe was a selled to a miscouri with the court was a selled to a miscouri with the court was a selled to a miscouri with the severe was a selled to a miscouri with the severe was a selled to a miscouri with the severe was a selled to be a severe was a sev payment of the debt which the deeds were given to secure, were entitled to a suspension of their contracts pending the war, and would after its close be entitled to perform their contracts and receive their lands, not withstanding a sale in their absence by virtue of the provisions of the deeds. This decision is here reversed, the Court holding that a sale of real estate made in pursuance of such provisions in a deed of trust is valid, not withstanding the grantors in the deed were citizens and residents of States in insurrection at the time of the sale made while the war was flagrant. The property of such citizens found in a loyal State is liable to scizure and sale for debts contracted before the war, as in the case of other non-residents. Mr. Justice Miller delivered the opinion.

No. 69, Soan vs. Beckwith—Certificate of Alveston Form

he opinion.

No. 69. Bean vs. Beckwith—Certificate of division from the Circuit Court for Vermont.—The questions for de-cision in this case were, first, whether the olea of a mili-tary officer, who had arrested and imprisoned a private citizen without warrant or other authority, except that given to the President by the act of 1865, that the act was given to the President by the act of 1835, that the act was done in obedience to executive and military orders, was a bar to an action for false imperisonment; and, second, whether the action ought to be dismissed by force of the provisions of an act to declare valid and conclusive certain proclamations of the President and acts done in pursuance thereor or or his orders in the suppression of the interested of the provision of the interested of the suppression of the interested of the suppression of the contract of the court answers both questions in the negative, holding, in substance, that such minitary authority did not exist in the absence of martial law in the district where the arrest was made, where there were no military operations and the party arrested was in no way connected with the military service and the courts were in unobstructed exercise of their jurisdiction, and that it was not enough to bring the act within the act of 1897, that the party doing it was generally employed in the executive department of the government, to come with pursuance of your pass.

No. 8. Atkins et al. vs. Pibre Disinlegrating Company-Appeal from the Circuit Court for the Eastern District of New York.—This was a libel for freight due on a cargo brought from Kingston and Port Morant, Jam., for demurrage while getting a cargo and for damages to the halp by being stranded at Port Morant. The decree of the District Court was for the libellants, except as to the damages for getting ashore, and they appealed to the damages for getting ashore, and they appealed to the Circuit Court from so much of the decree as disallowed the damages and the respondents from entire decree. The Circuit Court reversed the decree on a question of practice raised, holding that the District Court, as a court of admiralty, had no authority to attach the property of a non-resident of the district, under the prohibition critical property of a non-resident of the district, under the prohibition of the district of the property of the district of the district

Detroit and Cleveland Navigation Company—Appeal from the Circuit Court for Obto.—This cause involved the From the Circuit of Cono.—Ins. cause involved the same question decided in the case No. 8, Atkins et al. va. Pibre Dissetterating Company, of the right of attachment in Admiralty suits in personam brought againstgamenedidents of the district where the action is brought, and the decision made in that case disposes of the question.

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